

**Before the**  
**N.H. Physical Therapy Governing Board**  
**Office of Allied Health Professionals**  
**Concord, New Hampshire 03301**

**In the Matter of:**

**Jack T. Hadam, D.P.T.**

**SETTLEMENT AGREEMENT**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of physical therapy, the New Hampshire Board of Physical Therapy ("the Board") and Jack T. Hadam, DPT ("the Respondent") agree to settle certain allegations of the unlicensed practice of physical therapy now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physical therapists who are its licensees pursuant to RSA 328-F: 23 and 328-F: 24. The Board may dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing pursuant to RSA 328-F: 24, VI and Ahp 214.01.

2. The Board first granted Respondent a license to practice physical therapy in the State of New Hampshire on June 5, 1996. Respondent holds license number 1953. Respondent practices physical therapy at Lakeside Physical Therapy in Tamworth and North Conway, New Hampshire.

3. On December 19, 2011, the Board received information from the Centers for Medicare and Medicaid Services (CMS) stating that physical therapy had been rendered at the Tamworth location by non-qualified staff. CMS also stated that it was

continuing to review whether Respondent had routinely billed CMS by inappropriately using the KX modifier to exceed the physical therapy cap.

4. The Board's investigation revealed and Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in unprofessional misconduct in violation of RSA 328-A:11, III by the following facts:

- A. In 2009, Licensee opened a second business location in North Conway. Due to a busy schedule and contract obligations, Respondent spent most of his time at the North Conway location.
- B. Licensee hired a physical therapist to provide physical therapy at the Tamworth location. The physical therapist provided occasional unsupervised physical therapy services under Respondent's PTAN despite those services requiring direct supervision.
- C. Physical therapy services were rendered at the Tamworth location by a physical therapist, a physical therapy assistant, a licensed massage therapist and a kinesiologist. Some of these services were billed to Medicare.
- D. Respondent has repaid CMS in full the amount of \$105,873.94 for services rendered by non-qualified personnel and unapproved use of the KX modifier.

5. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct Respondent violated RSA 328-A:11, III, which is subject to discipline pursuant to RSA 328-F:23, II(j).

6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a physical therapist in the State of New Hampshire.

7. Respondent consents to the following disciplinary action by the Board pursuant to RSA 328-F: 23, IV:

- A. Respondent is hereby REPRIMANDED;
- B. Respondent is assessed an ADMINISTRATIVE FINE in the amount of two thousand dollars (\$2,000). Respondent shall pay this fine in full within thirty (30) days of the effective date of this agreement, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire, " to the Board's office at 2 Industrial Park Drive, Concord, New Hampshire.
- C. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of this Settlement Agreement to any current employer for whom Respondent performs services as a physical therapist or work which requires specialized training in physical therapy or a physical therapy license, or which directly or indirectly involves patient care and to any agency or authority which licenses, certifies or credentials physical therapists with which Respondent is presently affiliated.
- D. For a continuing period of five (5) years from the effective date of this agreement, Respondent shall furnish a copy of this Settlement Agreement to any employer to which Respondent may apply for work as a physical

therapist or for work in any capacity which requires physical therapy training, or license or directly or indirectly involves patient care and to any agency or authority that licenses, certifies or credentials physical therapists to which Respondent may apply for any such professional privileges or recognition.

8. Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute professional misconduct and a separate and sufficient basis for further disciplinary action.

9. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future. Any future discipline by the Board could include license suspension or revocation.

10. This Settlement Agreement shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

11. Respondent voluntarily enters into and signs this Settlement Agreement and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.

12. The Board agrees that in return for Respondent executing this agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

13. Respondent understands that his action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.

14. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.

15. Respondent understands that the Board must review and accept the terms of this agreement. If the Board rejects any portion, the entire agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this agreement have prejudiced his right to a fair and impartial hearing in the future if the Board does not accept this agreement.

16. Respondent is not under the influence of any drugs or alcohol at the time he signs this agreement.

17. Respondent certifies that he has read this document entitled Settlement Agreement. Respondent understands that he has the right to a formal adjudicatory hearing concerning the matters stated herein and that at said hearing he would possess the rights to confront and cross examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this agreement he waives these rights as they pertain to the misconduct described herein.

18. This Settlement Agreement shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

**FOR THE RESPONDENT**

Date: 06/21/2012

  
\_\_\_\_\_  
Jack T. Hadam, DPT  
Respondent

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

**FOR THE BOARD/\***

Date: June 29, 2012

  
\_\_\_\_\_  
(Signature)

TINA M Kelley  
\_\_\_\_\_  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Physical Therapy  
Governing Board

/\* Board Member, recused:

\_\_\_\_\_  
\_\_\_\_\_